



## **GENERAL INFORMATION** **CITY OF FRISCO, TEXAS**

### **REQUEST FOR PROPOSAL NO. 1504-063 SPONSORSHIP VALUATION**

**DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER PRIOR  
TO:**

***April 28, 2015 @ 2:00PM CST***

***NO LATE PROPOSALS WILL BE ACCEPTED***

**CD OR FLASH DRIVE AND FIVE HARD COPIES REQUIRED**

**DOCUMENTS  
MAY BE DELIVERED OR  
MAILED TO:**

**CITY OF FRISCO  
DANIEL FORD  
PURCHASING MANAGER  
6101 FRISCO SQUARE BLVD  
FRISCO, TX 75034**

**Deadline for Submittal of  
Questions**

**April 21, 2015 4:00pm CST  
Send to  
[Purchasing@friscotexas.gov](mailto:Purchasing@friscotexas.gov)**

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**FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:**

**Daniel Ford, CPPO, CPPB  
Purchasing Manager  
[dford@friscotexas.gov](mailto:dford@friscotexas.gov)  
972 292 5545**

**Jean Stellatella, CPIM, CPPB  
Senior Buyer  
[jstellatella@friscotexas.gov](mailto:jstellatella@friscotexas.gov)  
972 292 5541**



## **CITY OF FRISCO**

### **REQUEST FOR PROPOSAL NO. 1504-063**

**PROPOSER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS FIVE HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

**PROPOSALS MUST BE RECEIVED BY APRIL 28, 2015 BEFORE 2:00 PM CST BY THE PURCHASING MANAGERS' OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.**

**Proposals will be publicly opened and names of those that submitted will be read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on April 28, 2015 at 2:05 PM CST.**

Write the request for proposal number, **1504-063**, and name of proposal, ***RFP for Sponsorship Valuation***, and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting Proposals" attached hereto. Each proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The successful proposer may be required to execute a written contract. The City will have the right and option to terminate the contract upon thirty (30) days written notice.

**SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM**

## GENERAL CONDITIONS OF SUBMITTING PROPOSALS

1. INSTRUCTIONS: These instructions apply to all proposals and become a part of the terms and conditions of any proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by proposer when submitting.

## SUBMITTING PROPOSALS

2. FORM: Proposers must submit an original on a CD or Flash drive, and five (5) hard copies of the sealed proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional hard copies may result in the proposal being declared nonresponsive to the specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of proposal closing.
4. QUANTITIES: In the case of estimated requirements contract, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this proposal regardless of quantity. The successful proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
8. PROPOSER SHALL PROVIDE: With this proposal response, the proposer shall provide all documentation required. Failure to provide this information may result in rejection of the proposal.
9. ALTERING/WITHDRAWAL OF PROPOSALS: Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No proposal

may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Managers' approval.

10. **PRESENTATION OF PROPOSALS:** No oral, telegraphic, telephonic, e-mailed, or facsimile proposals will be considered at this time. All proposals must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** The proposal number must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Proposal.
12. **ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the proposer to ensure receipt of all addenda and to include the changes in this proposal document.
13. **LATE PROPOSALS:** Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **PROPOSAL OPENINGS:** Names of all proposers submitting proposals will be read aloud at the City's regularly scheduled proposal opening for the designated project. However the reading of a proposal at opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and according to state law; all proposals received will be available for inspection at that time, unless otherwise provided by law.

15. **PROPOSAL TABULATION:** Proposers desiring a copy of the tabulation may request it by enclosing a self-addressed stamped envelope with their proposal. **TABULATION RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, [www.friscotexas.gov/bids](http://www.friscotexas.gov/bids). If you have any questions, please contact the City of Frisco, Purchasing Division, at [purchasing@friscotexas.gov](mailto:purchasing@friscotexas.gov).
16. **PROTESTS:** All protests regarding the proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City

Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. PROPOSAL AWARD: The City reserves the right to award a separate contract to separate proposers for each item/group or to award one contract for the entire proposal.
18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

## **PERFORMANCE**

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
  - A. Have adequate financial resources or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than referenced, proposal must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.
22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

#### **PURCHASE ORDERS AND PAYMENT**

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
29. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
30. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the highest scoring proposer.
31. INVOICES: Invoices must be submitted by the successful proposer to the City of Frisco, Finance Division, [accountspayable@friscotexas.gov](mailto:accountspayable@friscotexas.gov).

#### **CONTRACT**

32. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract or multiple year proposal, the contract shall be for a predetermined period as specified in the Request for Proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
33. INTERLOCAL AGREEMENT: Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful proposer may be asked to provide products/services, based upon proposal submittal, to any other participant in the Forum.

34. AUDIT: The City reserves the right to audit the records and performance of successful proposer during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL PROPOSER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
36. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful proposer.
37. ACCEPTABILITY: All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Purchasing Manager or designated representative.
38. REMEDIES: The successful proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
40. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
41. NO PROHIBITED INTEREST: The proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract,

other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."

42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [www.friscotexas.gov](http://www.friscotexas.gov). By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
44. **APPLICABLE LAW:** Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.



## CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured's as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

### Type of Contract

### Type and amount of Insurance

#### Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	<b>CONTACT NAME:</b> John Smith <b>PHONE (AG, Reg, Ext):</b> 972-555-5555 <b>FAX (AG, Reg):</b> 972-555-5556 <b>E-MAIL ADDRESS:</b> johnsmith@abcinsurance.com																					
<b>INSURED</b> Your Company Name Here Address of Insured Address of Insured	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Insurance Company Name</td><td>12345</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Insurance Company Name	12345	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	987654	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMFYOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			123456	03/05/2013	03/05/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	123456	03/05/2013	03/05/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

<b>CERTIFICATE HOLDER</b> City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE SIGNATURE HERE
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ACORD 25 (2010/05)

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## Supplemental Information

### Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

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2. Name and address of principal place of business, and phone number of your company's majority owner:

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3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

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### MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**AFFIDAVIT OF NO PROHIBITED INTEREST**  
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS           \*  
                                      \*  
COUNTY OF COLLIN       \*

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of \_\_\_\_\_, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_,  
2015

\_\_\_\_\_  
Signature of Notary Public in and for the State of Texas

STAMP

## SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

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If company is a partnership, list the partner's full legal name(s):

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If company is a corporation, list the full legal name as listed on the corporate charter:

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Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

## CIQ Form-To be completed by the Proposer and Submitted with Proposal

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>		
<p>This questionnaire reflects changes made to the law by H.B. 1431, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div> </td> </tr> </table>		OFFICE USE ONLY	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>
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<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 100px;"></td> </tr> </table>			
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>				
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin: 10px 0;"> <div style="border-bottom: 1px solid black; width: 300px; margin: 0 auto;"></div>                         Name of Officer                     </p> <p style="font-size: small;">This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                     </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                     </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                     </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>				
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>                         Signature of person doing business with the governmental entity                     </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>                         Date                     </div> </div>				

Adopted 06/29/2007

**PROPOSER REMINDER LIST:**

**REQUESTED DOCUMENTATION INCLUDED?**

**ORIGINAL ON A CD OR FLASHDRIVE AND FIVE (5) HARD COPIES INCLUDED?**

**ALL BLANKS COMPLETED ON THIS FORM?**

**COMPLETED COMPANY PROFILE/REFERENCES?**

**COMPLETED SIGNATURE?**

**Schedule of Events**

Public Notification/Advertisement

April 10, 2015

April 17, 2015

Pre-Proposal Meeting

N/A

Deadline for Submitting Questions

April 21, 2015 4:00PM CST

RFP Responses Due

April 28, 2015 2:00PM CST

Questions Concerning this RFP are due in writing via e-mail to [purchasing@friscotexas.gov](mailto:purchasing@friscotexas.gov) before the deadline for submitting questions stated above.



## **Request for Proposal #1504-063 Sponsorship Valuation**

### **Background**

The City of Frisco's current population is approximately 145,000 and is one of the fastest growing cities in the nation (see demographics below). The City of Frisco's median household income is approximately \$110,000. Frisco is known as an innovative leader in working with the business community as evidenced by numerous public-private partnerships, including: FC Dallas/Toyota Stadium; Frisco Roughriders Baseball/Dr Pepper Ballpark; Dallas Stars/Dr Pepper Arena, Embassy Suites/Frisco Conference Center; and FieldhouseUSA.

In August 2013, the City of Frisco and the Frisco Independent School District announced a partnership with the Dallas Cowboys to build a multi-use event center and training facility, which will anchor 'The Star', a mixed use development. 'The Star' will also be the new home of the Dallas Cowboys World Headquarters.

Frisco was named "*Best Place to Raise an Athlete*" by *Men's Journal* magazine in 2011. Other notable titles include:

- 2000 – 2009 **Fastest Growing City in America**, *U.S. Census Bureau*
- 2007 – **Best Family Friendly Town**, *Dallas Child*
- 2008 – **Best Places to Live**, *Money*
- 2009 – **Best Places to Relocate**, *Forbes*
- 2012 – **Friendliest Cities in America**, *Forbes & Nextdoor.com*
- 2013 – **Best Neighborhoods in DFW**, *Dallas Morning News*
- 2014 – **Best Neighborhoods in DFW**, *Dallas Morning News*
- 2014 – **Second fastest growing city in America**, *U.S. Census Bureau*
- 2014 – **Best Place in Texas for Young Families**, *NerdWallet*



### **Demographics**

- Population: 145,500 (est. Jan. 1, 2015)
- Area: 70.2 square miles
- Median age: 34 years
- Housing Units: 52,311
- Median Household Income: \$109,956
- Median Single Family Home Appraisal: \$278,028
- Frisco ISD Students: 49,657 (Oct. 2014)
- Education:
  - 96.5% high school graduates or GED
  - 58.7% bachelor's degree or higher

### **City of Frisco Events, Facilities, Amenities**

#### **Frisco Freedom Fest (*Est. attendance: 30,000 min.*)**

Frisco Freedom Fest, centered July 4th, is the City of Frisco's largest annual event with at least 30,000 guests in attendance. This event features children's amusements including, but not limited to, inflatables, bungee 'jumps', a rock climbing wall, trackless train ride, and 'human' hamster balls for racing. A community stage showcases performances by local musicians and dancers. These performances are followed by a headline act, which typically is a regionally or nationally recognized performer(s). The "Taste of Frisco" features local food vendors (and concessionaires) and includes a 'taste' contest, judged by local dignitaries. Simultaneously, FC Dallas hosts a soccer match, which the city includes in its promotion of Freedom Fest activities. The evening culminates with one of the largest fireworks shows in Dallas-Fort Worth and is supported by a joint venture with FC Dallas.

#### **Prelude to Freedom Fest - Night at the Races: Hotter 'N Firecrackers Firefly 5K Fun Run & 'Hot Dogs' Dachshund Races (*Registration: 35 dogs, approx. 700 runners/walkers*)**

July 3, 2014 marked the inaugural night for both of these events. Entries were limited due to 1) course size required for 'first-time' event and 2) city resources. 'Firefly' run awarded all entrants a 'glow in the dark' medal, t-shirt and pair of 'glow' bracelets. Starting line featured a 64 ft. long LED wall. The 'weenie dog race' entries were \$10 each; 100% of proceeds benefited the Collin County animal shelter.

#### **Merry Main Street / Kids Holiday Store (*Est. attendance: 15,000*)**

Merry Main Street, Frisco's longest-running special event, officially rings in the holiday season for the community and is held the first weekend in December. This free event is designed to provide holiday enjoyment for the entire family, with children's entertainment and activities. There are three stages of musical entertainment provided by Frisco Independent School District

elementary school choirs. Other activities include photos with Santa; carriage rides; Santa's Workshop, which includes holiday crafts; and strolling entertainment. The event also features a **Kids Holiday Store**, open to ages 3 – 12. The store is primarily stocked with donations\* from local merchants and/or those who have community presence. (Due to demand for 'merchandise', some items are purchased by city). Nothing is priced (thus purchased) over \$5, per item. Volunteers help young shoppers through the store while grownups wait nearby. Shoppers leave with wrapped gifts, anxious to surprise their grownups with something they picked out and purchased themselves. \*City seeks cash sponsors and/or major in-kind commitments to reduce amount of staff time required to provide activity.

**Frosty 5K and Merry Mile (2014 registration: 1,600+)**

Established in 2005, Frosty 5K launched with approximately 100 runners and walkers. The event continues to grow and in 2014 registered 1,659 runners/walkers. Team and individual awards are given, making this event perfect for corporations and families seeking bragging rights. Frosty 5K benefits the S.O.A.R. (Scholarship Opportunities for Activities and Recreation) Charitable Fund. This scholarship program allows qualified Frisco residents to participate in recreation programs and special events.

**Daddy Daughter Dance (Annual attendance: 6,000)**

With a total attendance of 6,000 'dancing' at four varying times, Frisco's Daddy Daughter Dance is long considered the largest event of its kind in Texas. In fact, attendees come from throughout the North Texas region (more than forty communities outside Frisco), not to mention, a couple locations in Oklahoma. Even so, the majority of patrons hail from our hometown Frisco. Each hour-and-a-half dance caters to different age groups. In its 19<sup>th</sup> year, the Daddy Daughter Dance features elaborate décor, costumed characters relative to the theme, refreshments, and professional portraits for an additional fee. In recent years, sponsors have provided daughters a souvenir, also relative to theme. Interestingly, a University of North Texas student conducted an economic impact study of the 2013 Daddy Daughter Dance. Her findings suggest the 2013 event had a 'conservative' economic impact of \$415,365.37\* in Frisco. *(The study analyzed 616 surveys; the 'conservative' average impact per 'daughter' is \$89.63. An 'optimistic' assessment suggests an impact of more than \$644,000.)*

**Easter Eggstravaganza (Est. attendance: 8,000)**

The Easter Eggstravaganza typically draws approximately 8,000 people anxious to grab more than 80,000 eggs filled with candy and prizes. One field is dedicated to children with special needs. A smaller festival, of sorts, features photos with the Easter Bunny, jump houses, games, sack races, and demonstrations by recreation instructors and others teaching at the Frisco Athletic Center (FAC). Recreation provides instructors the opportunity to host 'information stations'.

**Mother Son Dance (2014 attendance: 1,290)**

Now in its 13<sup>th</sup> year, Frisco's Mother-Son Dance has grown from approximately 150 to more than 600 people, per dance. The total attendance in 2014 was 1,290. Two dances are held at the Frisco Conference Center after growing out of high school cafeterias. The latest venue offers considerable room to grow for this mom-son event. Like its Daddy Daughter counterpart,

it has a different theme each year which draws moms and sons who like to dress in costume to those who prefer formal wear. It, too, offers professional photos for a fee, décor, and a souvenir for sons.

### **Frisco Athletic Center**

The two-story Frisco Athletic Center spans more than 100,000 square feet and includes 18,000 square feet of natatorium space. The indoor facility also includes a large, state-of-the-art fitness area; two full-size gyms; two aerobics studios; The Zone for 8-12 year olds; Fun Club childcare area; recreation classrooms; family changing suites and spacious men's and women's locker rooms. Additionally, the FAC is home to an adjacent 50,000 square foot outdoor aquatic park with another 30,000 square foot expansion due to open in summer 2015.

#### **Attendance Information:**

- 810,312 visits
  - 594,814 Member Visits
  - 166,689 Registered Class Participants
  - 48,809 Day Passes

#### **Membership Information:**

- October 2014: 4,445 Family Accounts / 13,844 Members
- February 2014: 4,645 Family Accounts / 14,332 Members
- June 2014: 5,543 Family Accounts / 18,851 Members

### **Frisco Fun Radio**

Frisco Fun Radio is an "in-house" radio station at the Frisco Athletic Center (FAC) providing customized music, DJ content and departmental branding. Frisco Fun Radio listeners hear numerous facility name mentions throughout each day. Aside from providing a professional, customizable entertainment option, Frisco Fun Radio helps generate revenue through consistent promotion of Parks and Recreation special events, classes and services and provides additional opportunities for sponsor benefits.

Frisco Fun Radio allows a maximum of 8-minutes per hour of commercials (Potentially between 15 – 120 commercials per day to sell). Neptune Fit retains the remaining commercial inventory (approximately 30%) to sell to national and regional advertisers under specific guidelines.

### **Frisco Fun Guide**

The Frisco Fun Guide is a 32-36 page, full color, 8.5x11 magazine containing information about classes, camps, special events and services offered by Frisco Parks and Recreation. The magazine is distributed three times a year. Total annual distribution is 84,000. The Spring and Fall/Winter editions are mailed directly to Frisco Athletic Center members and individuals who have taken a class within the last year (approximately 7,000 each edition). The summer edition

is mailed to all homes in Frisco (approximately 48,000). The magazine is also available to view online at FriscoFun.org (20,800 average impressions) or pick up at various locations. Ads are sold in this publication.

### **Harold Bacchus Community Park**

Spanning approximately 90 acres, Harold Bacchus Community park consists of 10 youth baseball fields, including the Rusty Greer-Texas Rangers Championship Field and the Mike Simpson Miracle League Field; six multipurpose fields; 'On Deck Circle', which includes batting cages and tunnels; four playground systems, covered pavilions, a two-acre lake and approximately one mile of hike & bike trails that connect to Frisco's overall Hike & Bike trail system.

### **Senior Center (*Est. daily attendance - 200*)**

The Senior Center at Frisco Square spans 17,000 square foot, and features a library, a game room, a state-of-the-art fitness room, a multi-purpose room, a commercial kitchen, a computer room, a health room, a conference room and a billiards and table tennis game room. In 2014, the center's overall attendance was 54,364. The estimated daily attendance is 200. The Senior Center at Frisco Square has a 25-seat bus and 12-seat van. Last year, the center provided 36 special event 'trips' to destinations in and beyond Frisco city limits.

In May, Frisco voters will consider a \$9 million bond proposition for constructing and equipping a new, 30-thousand square foot center.

### **Frisco Heritage Center**

The Frisco Heritage Center is located on approximately four acres of city property adjacent to the Burlington Northern Santa Fe Railroad and contains eight structures including a log cabin, a school, two Victorian houses, a depot and a church, plus a steam locomotive and wooden caboose. The Heritage Center is adjacent to the Heritage Museum and hosts many special events throughout the year.

### **Frisco Fire Safety Town**

Established in 2007, Frisco Fire Safety Town's mission is *"providing a hands on, fun place where we teach children of all ages to play it safe everywhere, everyday!"* Frisco Fire Safety Town is a unique "mini-Frisco," complete with 17 replicas of local buildings, sponsored by businesses and civic groups. Children ride bikes or drive miniature cars through 'the town', which includes traffic signals, street signs a railroad crossing and toll booth. Adjacent to the townscape is an educational facility, which houses an interactive fire engine, a theatre, and a house where simulated smoke fills a room and a virtual 'tornado' helps educate children, of all ages, about weather safety.

The daily visitor rate is 200. The majority of daily visitors are from 37 elementary schools in the Frisco Independent School District. The average yearly attendance, including programs and events, is 30,000. There are approximately 1,000 programs a year and 11 events. Since its' inception, Frisco Fire Safety Town has hosted 9,744 programs and events. Overall attendance since 2007 is almost 300,000.

Children learn about home hazards, severe weather, and fire safety. They practice safe habits while having fun.

### **Project Expectations**

The City of Frisco is in a unique position to leverage assets to cultivate a city-wide sponsorship program. To date, various individual departments have sold sponsorships. Some special events have been sold in bundled packages. These sponsorships are sold on an event basis and are not on multi-year contracts with the exception of Frisco Fire Safety Town. That being said, the Frisco Fire Safety Town contracts have expired.

The City of Frisco is seeking the services of a qualified, professional consultant/firm to evaluate and assess certain city events, facilities, parks, and other tangible and intangible assets to begin a city-wide sponsorship program. The City is searching for a comprehensive proposal that includes a solution based response, which will identify assets and values and directly relate to businesses and respective marketing objectives.

### **Project Deliverables Include:**

- 1) Determine tangible and intangible marketable assets and amenities. This includes key rights that would be of value to stakeholders in varying forms including sponsorship, naming rights, business-to-business or business-to-consumer activities.
- 2) Develop varying pricing structures that can be customized or bundled
- 3) Target potential leads for sponsors.
- 4) Provide examples of staff training necessary to implement the newly developed city wide sponsorship program. The city expects additional training for Sponsorship-Development manager-Communications staff to mine higher level corporate sponsor leads.

### **Submittal Requirements Include:**

- 1) Describe your proposed methodology and approach to the valuation process.
- 2) Provide five (5) similar projects you have completed. Other city references are preferred. Include a description of the project and complete contact information for references including: Contact name, title, phone number and email. Provide information on sponsorships generated and the overall success/impact.
- 3) Provide timeline of services. Must include sequence of specific activities, including gathering information; working with staff; the valuation process; deliverables; and city-wide program launch.
- 4) Provide strategic approach on providing sponsor leads.
- 5) Describe strategy for analyzing facilities and department-run special events and programs. The City of Frisco requires at least one on-site meeting to gather information from the participating departments and facilities.

- 6) Provide your pricing proposal for the project. All associated fees should be listed. The City of Frisco requires a complete pricing summary rather than hourly, task based pricing and commissions.
- 7) Provide a listing of key personnel assigned to this project and their experience with other relevant projects.
- 8) Detail additional benefits, if applicable, that may be provided as a result of working with your company on this project.
- 9) Required Forms: Submit the required forms included in this Request for Proposal
  - Supplemental Information, Page 11 and 13
  - Affidavit of No Prohibited Interest, Page 12
  - Conflict of Interest Questionnaire, Page 14
  - Signature Form, Page 23

### **Criteria for Award of Bid**

The following criteria (and weights) will be considered when reviewing the proposals. These criteria are listed in order of importance:

Provide Sponsor Leads/Methodology/Approach – 25  
Methodology and Approach - 20  
Experience – 20  
Costs - 15  
Personnel Assigned to Project – 10  
Timeline - 10



## CITY OF FRISCO PURCHASING DIVISION

### SIGNATURE FORM RFP #1504-063 SPONSORSHIP VALUATION

The undersigned certifies that the prices and information contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

*"I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."*

Name of Proposer: \_\_\_\_\_

Address of Proposer: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

By (print name) \_\_\_\_\_

Title: \_\_\_\_\_ Federal ID #/SSN #: \_\_\_\_\_

Signature: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_